## SERIAL 04216 C REFRIGERATION EQUIPMENT MAINTENANCE AND REPAIR

DATE OF LAST REVISION: June 23, 2006 CONTRACT END DATE: May 31, 2009

## **CONTRACT PERIOD THROUGH MAY 31, 2009**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **REFRIGERATION EQUIPMENT MAINTENANCE AND REPAIR** 

(NIGP CODE 93667)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 04, 2005.** 

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

AS/mm Attach

Copy to: Clerk of the Board

Amie Bristol, MCSO Procurement Nadine Reyes, Medical Examiners Office **Mirheta Muslic**, Materials Management

(Please remove Serial 99170 from your contract notebooks)

## REFRIGERATION EQUIPMENT MAINTENANCE AND REPAIR (NIGP CODE 93667)

## **1.0 INTENT:**

The intent of this Solicitation is to establish a multiple award/qualifying contract as a source for repair, maintenance, installation, and retrofit on refrigeration equipment located at the Maricopa County's Jail Kitchens and the Forensic Science Center (FSC). The County is soliciting vendors that will without exception, agree to the terms and conditions listed in this call for bids. All services shall be requested on an as needed basis. The MCSO Food Services Division and the FSC may obtain competitive quotes for service requirements from all vendors awarded on this contract. Maricopa County reserves the right to add suppliers/vendors to this agreement over its term. Any supplier/vendor subsequently added shall comply fully with the terms and conditions of this agreement. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

## 2.0 TECHNICAL SPECIFICATIONS:

The work shall consist of repairs, maintenance, retrofitting, or new installation of equipment-listed herin. Subject listing is intended as representative of typical equipment covered under this agreement.

## 2.1 REPAIR & MAINTENANCE:

- 2.1.1 REGULAR SERVICE for repairs shall be made available to the County between 8:00 AM to 5:00 PM, Monday through Friday, excluding County holidays. All work performed after 5:00 PM and before 8:00 AM the next morning shall be considered EMERGENCY AFTER HOURS. Saturday, Sunday and holidays shall be considered WEEKEND & HOLIDAY hours. Service shall be made available to the County 365 days per year, 24 hours per day. New installation work shall be performed during regular County hours. NO OVERTIME charges are allowed, only pricing as bid.
- 2.1.2 Response time for all <u>regular</u> service work shall be within four (4) hours on-site after Contractor receives request from the MCSO-Jail Kitchen or the FSC. <u>Regular hour emergency</u> work shall be within (2) hours on-site after Contractor receives request. <u>After hours and weekend and holiday regular</u> service requests shall have a four (4) hour on-site response time. <u>Emergency after hours and weekend and holiday</u> request shall have a two (2) hour on-site response time. The scheduling of the response time and rate is to be determined by the requesting agency and the contractor at the time of the request.
- 2.1.3 Contractor shall be responsible for sourcing all parts necessary in the repair, maintenance, and retrofitting.
- 2.1.4 Replacement parts used by the Contractor shall be equivalent to OEM specifications and design (if either manufactured or rebuilt) and be warranted for a minimum of ninety (90) days, except compressors which shall be warranted for a minimum of one (1) year.
- 2.1.5 All labor for repairs shall have a minimum 90-day warranty, for specific repairs only. MCSO will monitor any recalls through a contract administration process.
- 2.1.6 Contractor shall be responsible for all safe handling and disposal of all refrigerant, refrigerant oils and refrigerant filters, per all Federal and E.P.A. laws pertaining to the evacuations, spillage, and disposal of such refrigerants.
- 2.1.7 Refrigerant recovery and reclaiming on all systems containing a Charge of 10 lb. or more shall be coordinated with MCSO for the purposes of E.P.A. documentation. Copies **shall** be provided to the County.
- 2.1.8 All electric motors replaced shall have an energy efficiency of "premium" or better.

2.1.9 On occasion it may be necessary to access areas of the roof where there is no means to carry equipment or supplies up to the roof. It is the vendor's responsibility to provide the equipment necessary to make these calls with the proper equipment and supplies.

#### 2.2 NEW INSTALLATION/RETROFITTING:

- 2.2.1 Shall the need arise for new installation; contractor's will be notified by MCSO or FSC for a quote request. Contractor shall supply a complete list of equipment proposed to be installed, stating the type of equipment and its major components, by make, model number and manufacture, giving all performance data.
- 2.2.2 After reviewing bid requests, Contractor shall provide shop drawings consisting of manufacturer's certified scale drawings, cuts, catalogs, or descriptive literature with complete certified characteristics of equipment, dimensions, capacities, code requirements, meter drive, testing, and certified performance curves for all fans and pumps, and pricing to MCSO or FSC.
- 2.2.3 Contractor shall maintain the appropriate licenses to perform the work outlined within this contract.

## 2.2.4 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof *without* the written consent of the County. <u>All</u> correspondence authorizing subcontracting <u>must</u> reference the contract serial number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice **must** accompany the prime contractor's invoice.

- 2.2.5 All ductwork for new/retrofitted equipment shall be submitted via shop drawings to MCSO or FSC for approval prior to initiation of work.
- 2.2.6 Contractor shall comply with all applicable codes, rules, and regulations. All materials and work shall comply with State, County and Municipal construction, mechanical, plumbing, electrical and fire codes.
- 2.2.7 Contractor shall pay for all connections, installation, use, development, etc. fees, and/or charges.
- 2.2.8 Contractor shall obtain and pay for the required permits and licenses. These fees may be then billed directly to the County *without* mark-up.
- 2.2.9 Contractor shall be held responsible for completion of the work in the time allotted.
- 2.2.10 Contract shall compile a complete equipment and maintenance manual for **all** new equipment supplied to the County *prior* to completion of new/retrofit work.
- 2.2.11 The Contractor shall correct without charge any work requiring alteration due to lack of prior supervision or failure to make proper provision on time.
- 2.2.12 All wiring, conduit, junction boxes, electric automatic temperature control devices, relays, thermostats, pneumatic electric switches, automatic control switches, pilot lights, etc. shall be quote priced in the installation costs and submitted to MCSO or FSC prior to any work being done.

- 2.2.13 All plumbing piping (galvanized, copper, PVC, etc.), couplings, connectors, condensate drains, gas lines, water lines, etc. shall be quote priced in the installation costs and submitted to MCSO or FSC prior to any work being done.
- 2.2.14 Contractor shall construct and erect ductwork in accordance with the latest issue of SMACNA Standards and ASHRAE Guidelines.
- 2.2.15 Contractor shall comply in fabrication of joints, seams, bracing, reinforcing, hangers, fittings, housings and casings.
- 2.2.16 Contractor shall be required to utilize licensed plumbers for all new installation of piping distribution systems as governed by State, County, and City codes. Required permits shall be Contractor's responsibility. These fees may be then billed directly to the County without mark-up.
- 2.2.17 Contractor shall be required to utilize licensed electricians for all new installations of electrical distribution systems as governed by State, County, and City codes. Required permits shall be Contractor's responsibility.
- 2.2.18 Should the need arise to penetrate a roof or to modify an existing roof opening for the installation of ductwork, *Contractor is to coordinate* this activity with FEMD for the purposes of roof warranty concerns with the roofing contractor. *Failure to follow this request may result in Contractor accepting responsibility regarding warranty claims against roof leaks and subsequent internal building/contents damage from water leaks.* FMD Customer Service number: 602-506-3277.

#### 2.3 SPECIFICALLY DEFINED MAINTENANCE INSPECTIONS:

Each inspection must be recorded on a log that is approved by the Maricopa County Sheriff's Office Food Services Division.

## 2.3.1 Vogt Ice Machine:

- 2.3.1.1 Quarterly Preventive Maintenance Inspection:
  - 2.3.1.1.1 Check water filters.
  - 2.3.1.1.2 Check date on H2O filters.
  - 2.3.1.1.3 Check general operating conditions.
  - 2.3.1.1.4 Check evaporator and condenser coil sections/proper pressures.
  - 2.3.1.1.5 Check for refrigerant leaks.
  - 2.3.1.1.6 Inspect and tighten electrical connections.
  - 2.3.1.1.7 Lubricate and adjust all bearings, motors and linkages as required.
  - 2.3.1.1.8 Inspect condensate drain pan, drain line & flush if necessary, check float assembly.
  - 2.3.1.1.9 Security equipment panels.
  - 2.3.1.1.10 Check all safety controls.
  - 2.3.1.1.11 Clean self-contained equipment condensers.

- 2.3.1.2 Annual Preventive Maintenance Inspection:
  - 2.3.1.2.1 Check date on H<sup>2</sup>O filters.
  - 2.3.1.2.2 Wash out bin, clean & sanitize.
  - 2.3.1.2.3 Inspect equipment operating pressures, temperatures and safety cutouts.
  - 2.3.1.2.4 Inspect and calibrate all operating controls (temp and pressure controls).
  - 2.3.1.2.5 Check thermostatic expansion valve for proper superheat.
  - 2.3.1.2.6 Check operation of thermostat & bin stat.
  - 2.3.1.2.7 Clean condenser coils.
  - 2.3.1.2.8 Clean & sanitize with brush (evaporator).
  - 2.3.1.2.9 Secure all panels.
  - 2.3.1.2.10 Clean condenser fan blades and guards.
  - 2.3.1.2.11 Check high and low pressure controls (cut-in and out settings).
  - 2.3.1.2.12 Check compressor valves (pump down capability).
  - 2.3.1.2.13 Clean evaporator drains, remove water troth, clean and sanitize.
  - 2.3.1.2.14 Check fan rotation (airflow).
  - 2.3.1.2.15 Check freon levels (torch receivers).
  - 2.3.1.2.16 Clean all equipment condensers.
  - 2.3.1.2.17 Check and clean diaphragm on water solenoid.
  - 2.3.1.2.18 Remove pump and clean and sanitize.
  - 2.3.1.2.19 Remove all internal tubes.
  - 2.3.1.2.20 Water distributor, water curtain clean and sanitize.
  - 2.3.1.2.21 Run system through two (2) cycles and discard ice.
- 2.3.2 Rack Systems (inside equipment only):
  - 2.3.2.1 Quarterly Preventive Maintenance Service:
    - 2.3.2.1.1 Check general operating conditions.
    - 2.3.2.1.2 Check evaporator and condenser coil sections/proper pressures.
    - 2.3.2.1.3 Check for refrigerant leaks.
    - 2.3.2.1.4 Inspect and tighten electrical connections.

- 2.3.2.1.5 Lubricate and adjust all bearings, motors, and linkages as required.
- 2.3.2.1.6 Inspect condensate drain pan, drain line & flush if necessary.
- 2.3.2.1.7 Secure equipment panels.
- 2.3.2.1.8 Check all safety controls.
- 2.3.2.1.9 Clean self-contained equipment condensers.

## 2.3.2.2 Annual Preventive Maintenance Service:

- 2.3.2.2.1 Check evaporators for ice formation and for cleanliness.
- 2.3.2.2.2 Check evaporator and condenser fan motors operating conditions.
- 2.3.2.2.3 Inspection equipment operating pressures, temperatures and safety cutouts.
- 2.3.2.2.4 Inspection and calibrate all operating controls (temp and pressure controls).
- 2.3.2.2.5 Check thermostatic expansion valve for proper superheat.
- 2.3.2.2.6 Check operation of thermostat.
- 2.3.2.2.7 Clean condenser coils.
- 2.3.2.2.8 Secure all panels.
- 2.3.2.2.9 Clean evaporator and condenser fan blades and guards.
- 2.3.2.2.10 Check high and low pressure controls (cut-in and out settings).
- 2.3.2.2.11 Check compressor valves (pump down capability).
- 2.3.2.2.12 Check time clock and rest to correct time of day, verify that it is functioning properly.
- 2.3.2.2.13 Clean evaporator drains.
- 2.3.2.2.14 Check fan rotation (airflow).
- 2.3.2.2.15 Check Freon levels (torch receivers).
- 2.3.2.2.16 Check box temperatures.
- 2.3.2.2.17 Clean all equipment condensers.

## 2.3.3 Rack System (outside equipment only):

- 2.3.3.1 Quarterly Preventive Maintenance Service:
  - 2.3.3.1.1 Check general operating conditions.
  - 2.3.3.1.2 Check compressor oil level.

- 2.3.3.1.3 Check compressor motor mounts.
- 2.3.3.1.4 Check operation of flow.
- 2.3.3.1.5 Check compressor operating and safety controls.
- 2.3.3.1.6 Check compressor oil heater(s) for proper operation.
- 2.3.3.1.7 Inspect compressor motor starter(s)/contractor(s) for wear and pitting.
- 2.3.3.1.8 Inspect lubrication system.
- 2.3.3.1.9 Check moisture indicator(s) for excessive moisture.
- 2.3.3.1.10 Inspect the control center.
- 2.3.3.1.11 Tighten all electrical connections.
- 2.3.3.1.12 Check condition of relays and tiers.
- 2.3.3.1.13 Read and record any and all alerts or alarms.
- 2.3.3.1.14 Cycle ambient controlled enclosure fans.
- 2.3.3.1.15 Read and record box temperatures on data log.
- 2.3.3.2 Annual Preventive Maintenance Service:
  - 2.3.3.2.1 Meg ohm test compressor motor windings and record readings.
  - 2.3.3.2.2 Tighten electrical terminals on compressor, contactors, starters, and relays.
  - 2.3.3.2.3 Check and calibrate compressor(s) operating and safety controls.
  - 2.3.3.2.4 Check condition of relays and timers.
  - 2.3.3.2.5 Take oil sample and have analyzed for moisture, acid and metallic content.
  - 2.3.3.2.6 Inspect relief valves and piping.
  - 2.3.3.2.7 Inspect oil level.
  - 2.3.3.2.8 Vacuum the cabinet to eliminate dust build-up.
  - 2.3.3.2.9 Check oil, discharge, and cooler pressure transducers.
  - 2.3.3.2.10 Change oil filter(s) per manufacturers specifications.
  - 2.3.3.2.11 Inspect entering and leaving condenser water temperature sensor(s).
  - 2.3.3.2.12 Cycle through on board Einstein system.
  - 2.3.3.2.13 Leak check overall system.

Each inspection must be recorded on a log that is approved by the Maricopa County Forensic Science Center.

## 2.3.4 Temperature Chart Recorders:

## 2.3.4.1 Twice a year preventative maintenance inspection:

## 2.3.4.1.1 Check (infrared) control panels for condition of motors.

# 2.3.4.1.2 Calibrate temperature readings with actual correct temperature inside refrigerator or freezer.

#### 2.4 USAGE REPORT:

The Contractor shall furnish the County a <u>quarterly</u> usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

#### 2.5 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

#### 2.6 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

## 2.7 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit

## 2.8 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

## 3.0 **SPECIAL TERMS & CONDITIONS:**

## 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a four (4) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS **MUST BE** SUBMITTED THIRTY (30) DAYS PRIOR to the Anniversary date. *Justification* for the requested adjustment in cost of labor and/or materials **must be** supported by appropriate documentation and **must be** within the Producer Price Index for the commodity. Increases are subject to approval *in writing* by the Materials Management Department *prior* to any adjusted invoicing submitted for payment.

## 3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price

## 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

## 3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

#### 3.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

## 3.7 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid

## 3.8 INDEMNIFICATION AND INSURANCE:

#### 3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

#### 3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

## 3.8.3 <u>Insurance Requirements</u>.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to COUNTY under such policies. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention and COUNTY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

## 3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

## 3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

## 3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

## 3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504 (astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, Sheriff's Procurement, 602-876-3409 Mike Molzhon, Forensic Science Center Facilities Management, 602-506-3181.

Inquiries may be submitted by telephone but must be followed up in writing. NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.

#### 3.12 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE HELD ON FEBRUARY 15, 2005 AT 9:00 A.M. AT THE MCSO FOOD FACTORY, 3150 W. LOWER BUCKEYE ROAD, SUITE A., PHOENIX, AZ 85009. TOURS OF THE FOOD FACTORY FACILITY AND FORENSIC SCIENCE CENTER ARE ALSO MANDATORY. A TOUR OF THE FOOD FACTORY FACILITY WILL IMMEDIATELY FOLLOW THE PRE-BID CONFERENCE AND THE FORENSIC SCIENCE CENTER TOUR WILL BE FEBRUARY 16, 2005 AT 1:30 P.M. AT 701 W. JEFFERSON, PHOENIX, AZ 85007.

## 3.13 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

#### 3.14 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) copy of pricing on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

## 3.15 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.15.1 One (1) original of all submissions is MANDATORY
- 3.15.2 Pricing pages, MANDATORY (Attachment A)
- 3.15.3 Agreement page, MANDATORY (Attachment B)
- 3.15.4 References (Attachment C)

# ANDREW'S REFRIGERATION, 5617 E HILLARY, SCOTTSDALE, AZ 85254

S076905 / B0604	1574 / NIGP CODE 93667	
WILLING TO A	CCEPT FUTURE SOLICI	TATIONS VIA EMAIL:X YES NO
WILL YOUR FII	RM ACCEPT A PROCUR	EMENT CARD FOR INVOICE PAYMENT? _X YES NO
		VANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS UREMENT CARD?X YES NO
INTERNET ORI	DERING CAPABILITY: _	YESX NO % DISCOUNT
OTHER GOV'T.	AGENCIES MAY USE T	HIS CONTRACT:XYES NO
to this contract v SIGNING THIS	will be listed on the purch	TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable ase order and allowed at time of payment. BIDDERS CERTIFY BY RICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH DRTH HEREIN.
ITEM DESCRI	<u>PTION</u>	
<u>Labor Cost:</u> REGULAR SER	VICE RESPONSE <u>\$ 55.00 46.00</u> /per hr. (Eff.	06/26/06)
Trip Charge	\$ <u>0.00-<b>27.50</b> <del>23.00</del></u>	
REGULAR HOU	JR EMERGENCY RESPO <u>\$ 55.00</u> -46.00/per hr.	NSE
Trip Charge	\$ <u>0.00-<b>27.50</b> <del>23.00</del></u>	
AFTER HOURS	, WEEKEND & HOLIDAY <u>\$ 82.50 69.00</u> /per hr.	Y REGULAR SERVICE RESPONSE:
Trip Charge	\$ <u>0.00-<b>27.50</b> <del>23.00</del></u>	
AFTER HOURS	, WEEKEND & HOLIDAY <b>\$ 82.50</b> <del>69.00</del> /per hr.	Y EMERGENCY SERVICE RESPONSE:
Trip Charge	\$ 0.00- <b>27.50</b> <del>23.00</del>	
Define trip charge	e: Trip charge is up to ½ h Trip charges if possible.	our travel. We dispatch call w/i the same service area to eliminate
Terms:		Net 30
Vendor Number:		W000001238 X
Telephone Numb	er:	602-992-9560
Fax Number:		602-992-9570
Contact Person:		Mclaren Hansberry
E-mail Address:		wearice4@andrewsrefrig.phxcoxmail.com

To cover the period ending MAY 31, 2009.

Contract Period:

# INTEGRATED MECHANICAL SVC, 415 S MCCLINTOCK DR STE 3, TEMPE, AZ 85281

S076905 / B0604574 / NIGP CODE 93667			
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X YES NO			
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? _X YES NO			
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? _X_ YES NO			
OTHER GOV'T. AGENCIES MAY USE T	HIS CONTRACT: _XYES NO		
to this contract will be listed on the purch	TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable ase order and allowed at time of payment. BIDDERS CERTIFY BY RICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH DRTH HEREIN.		
ITEM DESCRIPTION			
<u>Labor Cost:</u> REGULAR SERVICE RESPONSE \$ 50.00/per hr.			
Trip Charge \$ 25.00 per service call			
REGULAR HOUR EMERGENCY RESPO \$ 50.00/per hr.	NSE		
Trip Charge \$ 25.00 per service call			
AFTER HOURS, WEEKEND & HOLIDAY \$ 75.00/per hr. \$ 100.00	Y REGULAR SERVICE RESPONSE: <u>Oper hr.</u> for Sundays and Holidays		
Trip Charge \$ 25.00 per service call			
AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE: \$ 75.00/per hr. \$ 100.00/per hr. for Sundays and Holidays			
Trip Charge \$ 25.00 per service call Define trip charge: The \$25.00 will be invoi	ced only once per individual service call.		
Terms:	2% 10 Days Net 30		
Vendor Number:	W000001332 X		
Telephone Number:	480-968-2323		
Fax Number:	480-968-2890		
Contact Person:	Steve Montgomery		
E-mail Address:	steve.m@imsarizona.com		
Contract Period:	To cover the period ending MAY 31, 2009		